

Jane Franklin Bookkeeping Services Terms and Conditions

Please read these Terms and Conditions carefully. All contracts that the Bookkeeper may enter into from time to time for the provision of the Bookkeeper's services shall be governed by these Terms and Conditions, and the Bookkeeper will ask the Client for the Client's express written acceptance of these Terms and Conditions before providing any such services to the Client.

1. Definitions

1.1 Except to the extent expressly provided otherwise, in these Terms and Conditions:

"Bookkeeper" means Jane Franklin Bookkeeping Services of Edington Farm Bungalow, Holywell Road, Edington, Bridgwater, Somerset. TA7 9JH

"Bookkeeper Indemnity Event" has the meaning given to it in Clause 14.1;

"Business Day" means any weekday other than a bank or public holiday in England;

"Business Hours" means the hours of 09:00 to 17:30 GMT/BST on a Business Day;

"Charges" means the following amounts:

- (a) the amounts specified in Section 7 of the Statement of Work;
- (b) such amounts as may be agreed in writing by the parties from time to time; and
- (c) amounts calculated by multiplying the Bookkeeper's standard time-based charging rates (as notified by the Bookkeeper to the Client before the date of the Contract) by the time spent by the Bookkeeper's personnel performing the Services (rounded down by the Bookkeeper to the nearest quarter hour);

"Client" means the person or entity identified as such in Section 1 of the Statement of Work;

"Client Confidential Information" means:

- (a) any information disclosed by or on behalf of the Client to the Bookkeeper (b) the terms of the Contract;

"Client Materials" means all works and materials supplied by or on behalf of the Client to the Bookkeeper for incorporation into the Deliverables or for some other use in connection with the Services;

"Client Personal Data" means any Personal Data that is processed by the Bookkeeper on behalf of the Client in relation to the Contract, but excluding data with respect to which the Bookkeeper is a data controller;

"Contract" means a particular contract made under these Terms and Conditions between the Bookkeeper and the Client;

"Data Protection Laws" means all applicable laws relating to the processing of Personal Data including, while it is in force and applicable to Client Personal Data, the General Data Protection Regulation (Regulation (EU) 2016/679);

"Deliverables" means those specified in Section 4 of the Statement of Work that the Bookkeeper has agreed to deliver to the Client under these Terms and Conditions

"Effective Date" means the date of execution of a Statement of Work incorporating these Terms and Conditions;

"Force Majeure Event" means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

"Intellectual Property Rights" means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trade marks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

"Minimum Term" means, in respect of the Contract the period specified in Section 2 of the Statement of Work;

"Personal Data" has the meaning given to it in the General Data Protection Regulation (Regulation (EU) 2016/679);

"Services" means the bookkeeping services specified in Section 3 of the Statement of Work;

"Statement of Work" means a written statement of work agreed by or on behalf of each of the parties;

"Term" means the term of the Contract, commencing in accordance with Clause 2.1 and ending in accordance with Clause 2.2; and

"Terms and Conditions" means all the documentation containing the provisions of the Contract, namely the main body of these Terms and Conditions and the Statement of Work, including any amendments to that documentation from time to time.

1. Term

2.1 The Contract shall come into force upon the agreed date.

2.2 The Contract shall continue in force until:
30 days notice is given on either side.

1. Services

3.1 The Bookkeeper shall provide the Services to the Client in accordance with these Terms and Conditions.

3.2 The Bookkeeper shall provide the Services with reasonable care and skill and in accordance with generally accepted practices and accounting standards

3.3 The Bookkeeper shall devote her time and expertise to the performance of the Services as may be necessary for their satisfactory and timely completion.

3.4 The Bookkeeper shall keep the Client informed about the progress of the Services and, in particular, shall promptly provide information about such progress following receipt of a written request from the Client to do so.

3.5 The Bookkeeper shall comply with all reasonable requests and directions of the Client in relation to the Services.

3.6 The Bookkeeper shall keep all Deliverables and Client Materials that may be in the Bookkeeper's custody from time to time separate from its other files, and will ensure that they are at all times easily identifiable as belonging and/or relating to the Client; and promptly following the termination of the Contract, the Bookkeeper shall deliver to the Client all the Deliverables and Client Materials that are in the Bookkeeper's custody.

3.7 Subject to Clause 16.1, the Bookkeeper will not be liable to the Client in respect of any failure to meet any filing deadline or other deadline where such failure arises in whole or part out of the acts or omissions of:

- (a) the Client;
- (b) any officer, employee, sub-contractor, supplier, professional adviser or associated company of the Client;
- (c) HM Revenue & Customs, or any other governmental or regulatory body;
- (d) any other third party appointed by the Client to, or that the Bookkeeper reasonably expects will, provide instructions, files, information or documentation to the Bookkeeper in connection with the Contract.

1. Deliverables

4.1 The Bookkeeper shall deliver the Deliverables to the Client.

4.2 The Client must promptly, following receipt of a written request from the Bookkeeper to do so, provide written feedback to the Bookkeeper concerning the Bookkeeper's proposals, plans, designs and/or preparatory materials relating to the Deliverables and made available to the Client with that written request.

4.3 The Bookkeeper endeavours to ensure that the Deliverables are delivered to the Client in accordance with the timetable set out in Section 5 of the Statement of Work.

4.4 The Bookkeeper warrants to the Client that:

- (a) the Deliverables will conform with the requirements of Section 4 of the Statement of Work as at the date of acceptance of the Deliverables;
- (b) the Deliverables will be free from material defects; and
- (c) the Deliverables when used by the Client in accordance with these Terms and Conditions will not infringe the Intellectual Property Rights or other legal rights of any person, and will not breach the provisions of any law, statute or regulation, in any jurisdiction and under any applicable law.

1. Client Materials

5.1 The Client must supply to the Bookkeeper the Client Materials specified in Section 6 of the Statement of Work, in accordance with the timetable specified in Section 5 of the Statement of Work.

5.2 The Client hereby grants to the Bookkeeper a non-exclusive licence to copy, reproduce, store, distribute, publish, export, adapt, edit and translate the Client Materials to the extent reasonably required for the performance of the Bookkeeper's obligations and the exercise of the Bookkeeper's rights under these Terms and Conditions, together with the right to sub-license these rights to the extent reasonably required for the performance of the Bookkeeper's obligations and the exercise of the Bookkeeper's rights under these Terms and Conditions.

5.3 The Client warrants to the Bookkeeper that the Client Materials when used by the Bookkeeper in accordance with these Terms and Conditions will not infringe the Intellectual Property Rights or other legal rights of any person, and will not breach the provisions of any law, statute or regulation, in any jurisdiction and under any applicable law.

1. Intellectual Property Rights

6.1 The Bookkeeper hereby assigns to the Client all of its Intellectual Property Rights in the Deliverables, whether those Intellectual Property Rights exist on the Effective Date or come into existence during the Term. This assignment is for the full term of the assigned rights, including all extensions, renewals, reversions and revivals, and includes the right to bring proceedings for past infringements of the assigned rights.

1. Charges

7.1 The Client shall pay the Charges to the Bookkeeper in accordance with these Terms and Conditions.

7.2 If the Charges are based in whole or part upon the time spent by the Bookkeeper performing the Services, the Bookkeeper must obtain the Client's written consent before performing Services that result in any estimate of time-based Charges given to the Client being exceeded or any budget for time-based Charges agreed by the parties being exceeded; and unless the Client agrees otherwise in writing, the Client shall not be liable to pay to the Bookkeeper any Charges in respect of Services performed in breach of this Clause 7.2.

7.3 All amounts stated in or in relation to these Terms and Conditions are, unless the context requires otherwise, exclusive of any applicable value added taxes.

7.4 The Bookkeeper may elect to vary any element of the Charges by giving to the Client not less than 30 days' written notice of the variation expiring on any anniversary of the date of execution of the Contract, providing that no such variation shall result in an aggregate percentage increase in the relevant element of the Charges during the Term that exceeds 2% over the percentage increase, during the same period, in the Retail Prices Index (all items) published by the UK Office for National Statistics.

1. Timesheets

8.1 The Bookkeeper must:

- (a) ensure that the personnel providing Services, the Charges for which will be based in whole or part upon the time spent in the performance of those Services, complete reasonably detailed records of their time spent providing those Services; and
- (b) retain such records during the Term, and for a period of at least 12 months following the end of the Term.

8.2 Within 10 Business Days following receipt of a written request, the Bookkeeper shall supply to the Client copies of such of the timesheets referred to in Clause 8.1 and in the Bookkeeper's possession or control as the Client may specify in that written request.

1. Payments

9.1 The Bookkeeper shall issue invoices for the Charges to the Client at the end of each month

9.2 The Client must pay the Charges to the Bookkeeper within the period of 7 days following the issue of an invoice in accordance with this Clause 9

9.3 The Client must pay the Charges by bank transfer or cheque (using such payment details as are notified by the Bookkeeper to the Client from time to time).

9.4 If the Client does not pay any amount properly due to the Bookkeeper under these Terms and Conditions, the Bookkeeper may:

- (a) charge the Client interest on the overdue amount at the rate of 8% per annum above the Bank of England base rate from time to time (which interest will accrue daily until the date of actual payment and be compounded at the end of each calendar month); or
- (b) claim interest and statutory compensation from the Client pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

1. Bookkeeper's confidentiality obligations

10.1 The Bookkeeper must:

- (a) keep the Client Confidential Information strictly confidential;
- (b) not disclose the Client Confidential Information to any person without the Client's prior written consent, and then only under conditions of confidentiality approved in writing by the Client
- (c) use the same degree of care to protect the confidentiality of the Client Confidential Information as the Bookkeeper uses to protect the Bookkeeper's own confidential information of a similar nature, being at least a reasonable degree of care;
- (d) act in good faith at all times in relation to the Client Confidential Information; and
- (e) not use any of the Client Confidential Information for any purpose other than that agreed between the Bookkeeper and the Client

10.2 Notwithstanding Clause 10.1, the Bookkeeper may disclose the Client Confidential Information to the Bookkeeper's officers, employees, professional advisers, insurers, agents and subcontractors who have a need to access the Client Confidential Information for the performance of their work with respect to the Contract and who are bound by a written agreement or professional obligation to protect the confidentiality of the Client Confidential Information.

10.3 This Clause 10 imposes no obligations upon the Bookkeeper with respect to Client Confidential Information that:

- (a) is known to the Bookkeeper before disclosure under these Terms and Conditions and is not subject to any other obligation of confidentiality;
- (b) is or becomes publicly known through no act or default of the Bookkeeper; or
- (c) is obtained by the Bookkeeper from a third party in circumstances where the Bookkeeper has no reason to believe that there has been a breach of an obligation of confidentiality.

10.4 The restrictions in this Clause 10 do not apply to the extent that any Client Confidential Information is required to be disclosed by any law or regulation, by any judicial or governmental order or request, or pursuant to disclosure requirements relating to the listing of the stock of the Bookkeeper on any recognised stock exchange.

10.5 Upon the termination of the Contract, the Bookkeeper must immediately cease to use the Client Confidential Information.

10.6 Following the termination of the Contract, and within 10 Business Days following the date of receipt of a written request from the Client the Bookkeeper must destroy or return to the Client (at the Client's option) all media containing Client Confidential Information, and must irrevocably delete the Client Confidential Information from its computer systems.

10.7 The provisions of this Clause 10 shall continue in force indefinitely following the termination of the Contract

1. Bookkeeper's publicity obligations

11.1 The Bookkeeper must not make any public disclosures relating to the Contract or the subject matter of the Contract (including disclosures in press releases, public announcements and marketing materials) without the prior written consent of the Client, such consent not to be unreasonably withheld or delayed.

1. Data protection

12.1 Each party shall comply with the Data Protection Laws with respect to the processing of the Client Personal Data.

12.2 The Client warrants to the Bookkeeper that it has the legal right to disclose all Personal Data that it does in fact disclose to the Bookkeeper under or in connection with the Contract.

12.3 The Client shall only supply to the Bookkeeper, and the Bookkeeper shall only process, in each case under or in relation to the Contract, the Personal Data of Directors and employees of the following types: names, addresses, dates of birth, Tax and NI details, bank details, and the Bookkeeper shall only process the Client Personal Data for the following purposes: wages, workplace pension enrolment, tax.

12.4 The Bookkeeper shall only process the Client Personal Data during the Term and for not more than 30 days following the end of the Term, subject to the other provisions of this Clause 12.

12.5 The Bookkeeper shall only process the Client Personal Data on the documented instructions of the Client (including with regard to transfers of the Client Personal Data to any place outside the European Economic Area), as set out in these Terms and Conditions or any other document agreed by the parties in writing.

12.6 Notwithstanding any other provision of these Terms and Conditions, the Bookkeeper may process the Client Personal Data if and to the extent that the Bookkeeper is required to do so by applicable law. In such a case, the Bookkeeper shall inform the Client of the legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

12.7 The Bookkeeper shall ensure that persons authorised to process the Client Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

12.8 The Bookkeeper and the Client shall each implement appropriate technical and organisational measures to ensure an appropriate level of security for the Client Personal Data, including the measures specified in the information security policy of the Bookkeeper (as it may be updated by the Bookkeeper from time to time)

12.9 The Bookkeeper must not engage any third party to process the Client Personal Data without the prior specific or general written authorisation of the Client. In the case of a general written authorisation, the Bookkeeper shall inform the Client at least 14 days in advance of any intended changes concerning the addition or replacement of any third party processor, and if the Client objects to any such changes before their implementation, then the Bookkeeper must not implement the changes. The Bookkeeper shall ensure that each third party processor is subject to the same OR equivalent legal obligations as those imposed on the Bookkeeper by this Clause 12.

12.10 As at the Effective Date, the Bookkeeper is hereby authorised by the Client to engage, sub-processors with respect to Client Personal Data

12.11 The Bookkeeper shall, insofar as possible and taking into account the nature of the processing, take appropriate technical and organisational measures to assist the Client with the fulfilment of the Client's obligation to respond to requests exercising a data subject's rights under the Data Protection Laws.

12.12 The Bookkeeper shall assist the Client in ensuring compliance with the obligations relating to the security of processing of personal data, the notification of personal data breaches to the supervisory authority, the communication of personal data breaches to the data subject, data protection impact assessments and prior consultation in relation to high-risk processing under the Data Protection Laws.

12.13 The Bookkeeper shall make available to the Client all information necessary to demonstrate the compliance of the Bookkeeper with its obligations under this Clause 12 and the Data Protection Laws.

12.14 The Bookkeeper shall, at the choice of the Client, delete or return all of the Client Personal Data to the Client after the provision of services relating to the processing, and shall delete existing copies save to the extent that applicable law requires storage of the relevant Personal Data.

12.15 The Bookkeeper shall allow for and contribute to audits, including inspections, conducted by the Client or another auditor mandated by the Client in respect of the compliance of the Bookkeeper's processing of Client Personal Data with the Data Protection Laws and this Clause 12. The Bookkeeper may charge the Client at its standard time-based charging rates for any work performed by the Bookkeeper at the request of the Client pursuant to this Clause 12.15.

12.16 If any changes or prospective changes to the Data Protection Laws result or will result in one or both parties not complying with the Data Protection Laws in relation to processing of Personal Data carried out under these Terms and Conditions, then the parties shall use their best endeavours promptly to agree such variations to these Terms and Conditions as may be necessary to remedy such non-compliance.

1. Warranties

13.1 The Bookkeeper warrants to the Client that:

- (a) the Bookkeeper has the legal right and authority to enter into the Contract and to perform its obligations under these Terms and Conditions;
- (b) the Bookkeeper will comply with all applicable legal and regulatory requirements applying to the exercise of the Bookkeeper's rights and the fulfilment of the Bookkeeper's obligations under these Terms and Conditions; and

(c) the Bookkeeper has or has access to all necessary know-how, expertise and experience to perform its obligations under these Terms and Conditions.

13.2 The Client warrants to the Bookkeeper that it has the legal right and authority to enter into the Contract and to perform its obligations under these Terms and Conditions.

13.3 All of the parties' warranties and representations in respect of the subject matter of the Contract are expressly set out in these Terms and Conditions. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of the Contract will be implied into the Contract or any related contract.

1. Indemnity

14.1 The Bookkeeper shall indemnify and shall keep indemnified the Client against any and all liabilities, damages, losses, costs and expenses (including legal expenses and amounts reasonably paid in settlement of legal claims) suffered or incurred by the Client and arising directly or indirectly as a result of any breach by the Bookkeeper (a "**Bookkeeper Indemnity Event**").

14.2 The Client must:

- (a) upon becoming aware of an actual or potential Bookkeeper Indemnity Event, notify the Bookkeeper;
- (b) provide to the Bookkeeper all such assistance as may be reasonably requested by the Bookkeeper in relation to the Bookkeeper Indemnity Event;
- (c) allow the Bookkeeper the exclusive conduct of all disputes, proceedings, negotiations and settlements with third parties relating to the Bookkeeper Indemnity Event; and
- (d) not admit liability to any third party in connection with the Bookkeeper Indemnity Event or settle any disputes or proceedings involving a third party and relating to the Bookkeeper Indemnity Event without the prior written consent of the Bookkeeper,

without prejudice to the Bookkeeper's obligations under Clause 14. and the Bookkeeper's obligation to indemnify the Client under Clause 14.1 shall not apply unless the Client complies with the requirements of this Clause 14.2.

14.3 The indemnity protection set out in this Clause 14 shall be subject to the limitations and exclusions of liability set out in the Contract,

1. Professional indemnity insurance

15.1 The Bookkeeper shall during the Term and for a period of 12 months following the end of the Term maintain reasonable professional indemnity insurance cover in respect of the Services with a recognised UK insurance services provider.

1. Limitations and exclusions of liability

16.1 Nothing in these Terms and Conditions will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law.

16.2 The limitations and exclusions of liability set out in this Clause 16 and elsewhere in these Terms and Conditions:

- (a) are subject to Clause 16.1; and
- (b) govern all liabilities arising under these Terms and Conditions or relating to the subject matter of these Terms and Conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these Terms and Conditions.

16.3 The Bookkeeper will not be liable to the Client in respect of any losses arising out of a Force Majeure Event.

16.4 The Bookkeeper will not be liable to the Client in respect of any loss of profits or anticipated savings.

16.5 The Bookkeeper will not be liable to the Client in respect of any loss of revenue or income.

16.6 The Bookkeeper will not be liable to the Client in respect of any loss of use or production.

16.7 The Bookkeeper will not be liable to the Client in respect of any loss of business, contracts or opportunities.

16.8 The Bookkeeper will not be liable to the Client in respect of any loss or corruption of any data, database or software.

16.9 The Bookkeeper will not be liable to the Client in respect of any special, indirect or consequential loss or damage.

16.10 The liability of the Bookkeeper to the Client under the Contract in respect of any event or series of related events shall not exceed the greater of:

(a) £50,000.00 and

(b) the total amount paid and payable by the Client to the Bookkeeper under the Contract in the 12 month period preceding the commencement of the event or events.

16.11 The aggregate liability of the Bookkeeper to the Client under the Contract shall not exceed the greater of:

(a) £50,000.00; and

(b) the total amount paid and payable by the Client to the Bookkeeper under the Contract.

1. Force Majeure Event

17.1 If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under the Contract (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure Event.

17.2 A party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that party performing any obligation under the Contract, must:

(a) promptly notify the other; and

(b) inform the other of the period for which it is estimated that such failure or delay will continue.

17.3 A party whose performance of its obligations under the Contract is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

1. Termination

18.1 The Bookkeeper may terminate the Contract by giving to the Client not less than 30 days' written notice of termination. The Client may terminate the Contract by giving to the Bookkeeper not less than 30 days' written notice of termination,

OR

18.1 Either party may terminate the Contract by giving to the other party not less than 30 days' written notice of termination,

18.2 Either party may terminate the Contract immediately by giving written notice of termination to the other party if:

(a) the other party commits any breach of the Contract, and the breach is not remediable;

(b) the other party commits a breach of the Contract, and the breach is remediable but the other party fails to remedy the breach within the period of 30 days following the giving of a written notice to the other party requiring the breach to be remedied; or

(c) the other party persistently breaches the Contract (irrespective of whether such breaches collectively constitute a material breach).

18.3 Either party may terminate the Contract immediately by giving written notice of termination to the other party if:

- (a) the other party:
 - (i) is dissolved;
 - (ii) ceases to conduct all (or substantially all) of its business;
 - (iii) is or becomes unable to pay its debts as they fall due;
 - (iv) is or becomes insolvent or is declared insolvent; or
 - (v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
- (b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;
- (c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under the Contract); or
- (d) if that other party is an individual:
 - (i) that other party dies;
 - (ii) as a result of illness or incapacity, that other party becomes incapable of managing his or her own affairs; or
 - (iii) that other party is the subject of a bankruptcy petition or order.

18.4 The Bookkeeper may terminate the Contract immediately by giving written notice to the Client if:

- (a) any amount due to be paid by the Client to the Bookkeeper under the Contract is unpaid by the due date and remains unpaid upon the date that that written notice of termination is given; and
- (b) the Bookkeeper has given to the Client at least 30 days' written notice, following the failure to pay, of its intention to terminate the Contract in accordance with this Clause 18.4.

1. Effects of termination

19.1 Upon the termination of the Contract, all of the provisions of these Terms and Conditions shall cease to have effect, save that the following provisions of these Terms and Conditions shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely):

Clauses 1, 3.6, 3.7, 8, 9.2, 9.4, 10, 11, 12.1, 12.3, 12.4, 12.5, 12.6, 12.7, 12.8, 12.9, 12.10, 12.11, 12.12, 12.13, 12.14, 12.15, 12.16, 14, 15, 16, 19, 20, 21.2, 24 and 25.

19.2 Except to the extent that these Terms and Conditions expressly provides otherwise, the termination of the Contract shall not affect the accrued rights of either party.

1. Non-solicitation of personnel

20.1 The Client must not, without the prior written consent of the Bookkeeper, either during the Term or within the period of 6 months following the end of the Term, engage, employ or solicit for engagement or employment any employee or subcontractor of the Bookkeeper who has been involved in any way in the negotiation or performance of the Contract.

20.2 The Bookkeeper must not, without the prior written consent of the Client, either during the Term or within the period of 6 months following the end of the Term, engage, employ or solicit for engagement or employment any employee or subcontractor of the Client who has been involved in any way in the negotiation or performance of the Contract.

1. Status of Bookkeeper

21.1 The Bookkeeper is not an employee of the Client, but an independent contractor.

21.2 The termination of the Contract will not constitute unfair dismissal; nor will the Bookkeeper be entitled to any compensation payments, redundancy payments or similar payments upon the termination of the Contract.

1. Notices

22.1 Any notice given under these Terms and Conditions must be in writing, whether or not described as "written notice" in these Terms and Conditions.

22.2 Any notice from one party to the other party under these Terms and Conditions must be given by one of the following methods (using the relevant contact details set out in Section 8 of the Statement of Work):

(a) delivered personally or sent by courier, in which case the notice shall be deemed to be received upon delivery; or

(b) sent by recorded signed-for post, in which case the notice shall be deemed to be received 2 Business Days following posting,

providing that, if the stated time of deemed receipt is not within Business Hours, then the time of deemed receipt shall be when Business Hours next begin after the stated time.

22.3 The addressee and contact details set out in Section 8 of the Statement of Work may be updated from time to time by a party giving written notice of the update to the other party in accordance with this Clause 22.

1. Subcontracting

23.1 Subject to any express restrictions elsewhere in these Terms and Conditions, the Bookkeeper may subcontract any of its obligations under the Contract, providing that the Bookkeeper must give to the Client, promptly following the appointment of a subcontractor, a written notice specifying the subcontracted obligations and identifying the subcontractor in question.

1. General

24.1 No breach of any provision of the Contract shall be waived except with the express written consent of the party not in breach.

24.2 If any provision of the Contract is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of the Contract will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).

24.3 The Contract may not be varied except by a written document signed by or on behalf of each of the parties.

24.4 The Client hereby agrees that the Bookkeeper may assign the Bookkeeper's contractual rights and obligations under the Contract to any successor to all or a substantial part of the business of the Bookkeeper from time to time - providing that such action does not serve to reduce the guarantees benefiting the Client under the Contract. The Client must not without the prior written consent of the Bookkeeper assign, transfer or otherwise deal with any of the Client's contractual rights or obligations under the Contract.

24.5 The Contract is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to the Contract are not subject to the consent of any third party.

24.6 Subject to Clause 16.1, a Statement of Work, together with these Terms and Conditions, shall constitute the entire agreement between the parties in relation to the subject matter of that Statement of Work, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.

24.7 The Contract shall be governed by and construed in accordance with English law.

24.8 The courts of England shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with the Contract.

1. Interpretation

25.1 In these Terms and Conditions, a reference to a statute or statutory provision includes a reference to:

- (a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and
- (b) any subordinate legislation made under that statute or statutory provision.

25.2 The Clause headings do not affect the interpretation of these Terms and Conditions.

25.3 References in these Terms and Conditions to "calendar months" are to the 12 named periods (January, February and so on) into which a year is divided.

25.4 In these Terms and Conditions, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.